

**PROCEDURAL GUIDE
FOR
COMMUNITY ASSISTANCE GRANT FUEL REDUCTION PROJECTS
FUNDED BY
PROPOSITION 40**

Sierra Nevada Forest Land and Fuels Management

**California Clean Water, Clean Air, Safe Neighborhood Parks,
and Coastal Protection Act of 2002**



**State of California – The Resources Agency
California Department of Forestry and Fire Protection**

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INTRODUCTION

This guide provides information for the use of grant funds administered by the California Department of Forestry and Fire Protection (CDF) funded by Proposition 40 (Prop 40). The Prop 40 Program is for nonprofit and government entities interested in funding projects via Community Assistance Grants (CAG) that reduce wildland vegetation in a 15-county area of the central Sierras. These projects are for fire protection and must demonstrate the potential for protection or enhancement of watershed values through the manipulation of vegetation to reduce fuel loading and fire risk.

Department Mission:

The Department of Forestry and Fire Protection protects the people of California from fires, responds to emergencies, and protects and enhances forest, range, and watershed values providing social, economic, and environmental benefits to rural and urban citizens.

Program Intent:

California voters passed the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40) on November 5, 2002. One component of the Act is funding for work that protects watershed health. Assembly Bill 2534 (Pavley) further specified Prop 40 programs and allocations. Projects funded by the CDF Prop 40 Grant Program will reduce the potential for damage to watershed values from catastrophic wildfire, thereby improving water quality, protecting wildlife habitat and fisheries, and controlling erosion and sedimentation in the Sierra Nevada region. These projects will also provide protection to communities at risk from the spread of wildland fire into urban areas.

Area of Service:

The counties serviced by this program are Plumas, Butte, Nevada, Yuba, Placer, Amador, El Dorado, Tuolumne, Calaveras, Madera, Mariposa, Alpine, Fresno, Kings and Tulare. Service area is limited to nonfederal property within these 15 counties.

ELIGIBILITY

Eligible participants may be either government agencies or nonprofit organizations. Per the Public Resources Code, Section 5096.605 (i) "nonprofit organization" means any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of the Corporations Code) qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

IMPORTANT POINTS

1. Grant applicants are strongly encouraged to work closely with their local CDF Prop 40 Forester in the development of their Community Assistance Grant project applications.
2. Project work may not commence until there is a fully executed agreement between CDF and the Grantee. Furthermore, no ground disturbing work may commence until the requirements of the California Environmental Quality Act (CEQA) have been satisfied as outlined in the Grant Agreement under Project Execution number(s) 4 and 5.
3. Agreements for funds approved by the Legislature must be executed (signed) within the period of availability provided in the state budget, normally the fiscal year in which the funds are appropriated, which expires June 30th of each year.
4. The Unit Prop 40 Forester or Designee must be contacted to conduct an inspection **prior to invoicing CDF** for completed work. Upon CDF verification that work has satisfactorily completed, the invoice will be forwarded to Sacramento Headquarters for review and subsequent approval of payment. Expect payment to take four to eight weeks from the time an invoice is submitted to Sacramento to the time payment is received by the Grantee.
5. A board resolution or attesting document is required on all Community Assistance Grants that involve nonprofit organizations and local government entities such as Fire Protection Districts and Resource Conservation Districts. **The attestee cannot be the same individual as designated by the Board to sign the agreement.** Please refer to the sample resolution (Appendix E). As a suggestion, on the line where it indicates 'whereas, the Board designates (designee's title)' list the title rather than a name. In the event the individual retires or leaves the organization, a new resolution designating a replacement would be required if a name is listed rather than the working title. The resolution should name the designee for entering into agreements on behalf of the board, and the authorized signatory for invoices.
6. Use of CDF Hand Crews on Prop 40 Projects: CDF has authority as provided by PRC 4953 to enter into contracts or cooperative agreements with any public agency, local, state, or federal, for the performance of conservation projects. This authority is limited to public agencies. Contracts or cooperative agreements between CDF and non profit organizations for the use of CDF hand crews are not permitted.
7. Community Assistance Grants may not be used to pay for fire safe clearance work required by Public Resources Code 4291 or Government Code 51182.
8. Protection of cultural (archeological) resources is part of the requirements of any Prop 40 project. The local Prop 40 Forester as well as other professional archeological staff secured by CDF are available to assist with designing projects that avoid impacts to cultural resources.

CEQA COMPLIANCE

Prior to commencing any on-the-ground work CDF requires review and approval of CEQA documents by CDF Headquarters staff. Compliance may be accomplished by one of three different methods (a, b, or c) as described below.

- a. Notice of Exemption filed with the State Clearinghouse if the Project is categorically exempt.
- b. Negative Declaration and initial study including the checklist and Notice of Determination filed with the State Clearinghouse.
- c. Final Environmental Impact Report with initial study including the checklist and Notice of Determination filed with the State Clearinghouse.

For b and c, a State Department of Fish and Game fee of \$1,250 may be required upon filing of the Notice of Determination with the State Clearing House. Grantees are advised to budget for this fee when preparing budgets during the application phase for grant dollars.

CDF will become lead agency for projects where the grantee is not a government agency. Fire Safe Councils are an example of nongovernmental agency grantees. Resource Conservation Districts and Fire Protection Districts qualify as government agencies and will normally assume the role of lead agency. Lead agency role means that the grantee becomes responsible for making CEQA determinations and the filing of CEQA documents with the State Clearing House, such as Categorical Exemptions, Negative Declarations, Notices of Completion, and Notices of Determination.

Regardless of who is lead agency the grantee is responsible for the preparation of environmental documents for Prop 40 projects. Grantees should plan their budgets for this requirement when applying for grants. CDF Headquarters staff will review for approval and file all documents with the State Clearing House in cases where CDF is lead agency. In cases where the grantee is lead agency, CDF will require proof of filing. Whether CDF acts as a lead agency or that of a responsible agency as defined by CEQA, CDF has a responsibility to review all environmental documents for compliance with CEQA. In cases where CDF determines that CEQA compliance has not been achieved, CDF will ask for revisions to bring the documents into compliance, and in the absence of required revisions may elect to withdraw from the project.

CDF Unit Prop 40 Foresters will assist grantees in the preparation of environmental documents by answering questions and referring grantees to the appropriate guidelines for preparation of CEQA documents. Appendix "A" is a document that provides detailed instruction for the preparation of CEQA documents. Applicants for Prop 40 Grants are encouraged to review Appendix "A", paying attention to the information that is specific to "Community Assistance Grants (CAG).

All CEQA compliance shall be completed within one (1) year from the date of grant award shown in the grant agreement.

PROJECT ADMINISTRATION

Grant Process:

CDF at its discretion may choose to accept projects for consideration and fund projects throughout the fiscal year. However, all projects seeking Prop 40 funding must be received fully signed and ready for CDF signature and encumbrance of funds no later than May 1 of the funding year.

Phase 1 – During phase 1 of the grant process CDF will consider funding the proposed project. Applicants will submit 1 complete copy of the application package to the CDF Unit Prop 40 CAG Coordinator. The application package will consist of:

- Attachment A – Request for Proposition 40 Grant. (Appendix C)
- Attachment B – Scope of Work.
- Attachment C – Proposed Proposition 40 Project Budget. (Appendix D)

Nonprofit Applicants must submit Articles of Incorporation including the Seal from the Secretary of State.

The CDF Unit Prop 40 CAG Coordinator in many cases will be the Unit Prop 40 Forester as identified in previous text. The address and contact information for Unit Prop 40 Foresters are located in **Appendix I.**

The Prop 40 CAG Coordinator at the Unit will review the application for completeness, contact the applicant for any revisions, and prioritize the projects for funding.

Phase 2 – After review and obtaining required revisions, applicants selected for phase 2 will be required to submit three (3) original sets of the application, all with original signatures to the Unit Prop 40 CAG Coordinator. These applications will be sent by the Unit Coordinator to the Sacramento Prop 40 Grants Coordinator at the following address:

Department of Forestry and Fire Protection
Resource Management
Prop 40 Grants Coordinator
P.O. Box 944246
Sacramento, CA 94244-2460

Applications submitted to Sacramento shall include 3 complete sets of the following documents all with original signatures:

- Attachment A – Request for Proposition 40 Grant. (Appendix C)
- Attachment B – Scope of Work.
- Attachment C – Proposed Proposition 40 Project Budget. (Appendix D)
- Nonprofit Applicants: Articles of Incorporation including the Seal from the Secretary of State.

Attachments A, B, and C become part of the final agreement between the State and the Grantee. Therefore, complete these attachments as accurately as possible to avoid delays with revisions at final signing. Revisions to Attachments A, B, and C during phase 2 will result in final documents agreed upon by the State and the Grantee as part of the Grant Agreement.

Phase 3 – After project selection is complete, and all documents are found to be in order for signing, the Sacramento Grants Coordinator prepares a Grant Agreement and forwards it to the Unit Prop 40 CAG Coordinator for distribution to the Grantee. Upon receipt of the Grant Agreement package, the grantee shall sign the three original signature packages and add the Board Resolution or Attesting Document granting authority to sign, and Articles of Incorporation with Standard Form 204 if a nonprofit applicant. The complete Agreement shall include 3 complete sets of the following:

- Grant Agreement with Terms and Conditions and original signature
- Attachment A – Final Request for Proposition 40 Grant.
- Attachment B – Final Scope of Work.
- Attachment C – Final Proposition 40 Project Budget.
- Board Resolution or Attesting Document granting authority to sign
- Articles of Incorporation and Standard Form 204 if a non profit applicant

Phase 4 – Grantee returns three complete, original signed agreements to the Unit Prop 40 CAG Coordinator no later than **May 1, of the funding year**. The Prop 40 CAG Coordinator reviews the Agreement packages for completeness and immediately sends the Agreements to the CDF Grants Coordinator located in Sacramento Headquarters with the required board resolution or attesting document. Funding is encumbered by CDF Accounting Officers and the grant agreement is signed by the Deputy or Assistant Deputy Director for Resource Management, completing the approval process. Copies of the fully executed Agreements are distributed by the Sacramento Grants Coordinator to the CDF Units and grantees.

All Agreements must be signed and funds encumbered prior to the close of the fiscal year and per deadlines established by CDF Department of Accounting. CDF may perform an audit of completed projects as described on page 9 under “State Audit.” The Unit Prop 40 Forester or designee is the designated contact to conduct periodic and final inspections.

Completing Attachment A: The application package includes “Attachment A” found in Appendix C of these guidelines. Most of the information asked for is self explanatory in nature. Several items warrant explanation and are discussed in order as they appear on the form:

Items 4 & 5: Total acres within the project area and acres to be treated are often the same. However, in some cases the area impacted by a project (project area) may be larger than the area that actually receives work. Use these two items to make this distinction.

Items 8 & 9: Watershed Number & Area of High Watershed Assets at Risk. These items may be determined by accessing the websites as indicated on Attachment A. If there is any difficulty in finding this information consult with the Prop 40 Forester for your area (Appendix I).

Item 10: With a separate attached document titled "Attachment B, Scope of Work," provide a detailed description of the work proposed under the agreement. Be specific. The Project Scope of Work requires quality of information, not quantity. Basic elements of this section are:

1. What is the problem that this project is focused at solving?
2. What are the project goals; what will be achieved?
3. How will the project be accomplished, i.e. vegetation treatments by mechanical, hand, prescribed fire, etc.
4. What are the treatment standards to be followed? (i.e., a reduction of surface fuels equal to "X" percent of existing volume.)
5. Who will do the work? (E.g., contractors, Registered Professional Foresters, Environmental Consultants (CEQA), in house staff.)

The scope of work may be adjusted during the life of the Agreement by amendment.

Item 12: Watershed Protection Value: The use of Prop 40 funds is dependent upon the protection or enhancement of watershed values. Consult the Watershed Protection Guidelines that are found with Attachment "A" in Appendix C for information on the types of watershed values in question. Your explanation should describe the value of fuels management and the prevention of wildland fire to the protection/enhancement of these watershed values.

Item 14: Budget Detail. Use the budget template found in Appendix D to construct the project budget. Label the budget "Attachment C, Budget Detail and Payment Provisions."

Project Term and Extensions:

The term of a grant and the possibility for extensions depends on the year it was funded. This is due to limitations imposed by the State on CDF in regards to when Prop 40 funds revert back to the State, and processing time required by CDF accounting to pay all final invoices prior to the funds becoming unavailable to CDF. The following limitations apply:

Grants funded in the 2004/05 Fiscal Year (Program Year 1): Grants funded in Program year 1 terminate December 31, 2006. These grants may be extended to no later than April 15, 2007.

Grants funded in the 2005/06 Fiscal Year (Program Year 2): Grants funded in Program year 2 terminate December 31, 2007. These grants may be extended to no later than April 15, 2008.

Grants funded in Fiscal Years 2006/07 (Program Year 3), 2007/08 (Program Year 4), and 2008/09 (Program Year 5): Projects funded during these three fiscal years are not eligible for extensions. In lieu of extensions CDF will fund these projects for the maximum time

allowed prior to funds reverting back to the State. The Grantee at their option may choose a shorter term. The maximum terms are per the following schedule:

For 2006/07 the maximum term is April 15, 2009.

For 2007/08 the maximum term is April 15, 2010.

For 2008/09 the maximum term is April 15, 2011.

Project Termination:

An agreement may be terminated by the State or Grantee upon the giving of written notice thirty (30) days in advance of termination to the other party.

Changes to an Approved Project:

Changes to the agreement may be simply a “modification” as described within the Explanation of Terms on page 11, or substantial in nature, which requires a formal amendment with signatures of both parties. Modifications and formal amendments to an Agreement require written consent from both CDF and the Grantee. A Grantee wishing to change the scope of an approved project shall submit the proposed change in writing to CDF for review and subsequent approval. Any change must be consistent with the authorizing legislation. Changes to a Grant Agreement that constitute a formal amendment must be submitted to CDF 90 days prior to the agreement expiration date.

Accounting Requirements:

The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system shall provide an audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, time cards, cancelled checks, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained by the grantee for a period of three years after final payment is made by the state. **Avoid audit exceptions – keep accurate records.**

Loss of Funding: (Not a complete list)

The following are examples of actions that may result in a Grantee’s loss of funding:

- Grantee fails to obtain a Grant Agreement.
- Grantee fails to use all of its allocation.
- Grantee withdraws from the grant program prior to exhausting all grant funding.
- Grantee fails to complete the funded project.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee fails to submit evidence of CEQA compliance within one year of the execution of the agreement as specified by the Grant Agreement.
- Grantee changes the project scope without concurrence of the State.

Eligible Costs:

Only direct project-related costs consistent with the authorizing legislation are eligible, and must be supported by cancelled warrants and other records. Furthermore, only direct project-related costs incurred during the Project Performance Period specified in the Grant Agreement will be eligible for reimbursement. Costs incurred outside of the performance period are not eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Indirect costs are not eligible. Indirect costs are those that are not a direct consequence of the project. For example, **total** administrative costs for a project proponent with multiple grants or office functions may include services in support of projects not related to Prop 40. These costs must be excluded from invoices submitted for Prop 40 reimbursements.

1. Personnel or labor services – Services of the Grantee's employees directly engaged in project execution are allowable expenditures. Costs charged to the project must be computed on actual time spent on a project and supported by time and attendance records describing the work performed on the project. Salaries and wages claimed for employees working on state grant funded projects must not exceed the Grantee's established rates for similar positions. Overtime costs may be allowed under the recipient's established policy provided the regular work time was devoted to the project.
2. Consultant services – The costs of consultant services necessary for the project such as a Registered Professional Forester (RPF) or a CEQA consultant.
3. Administrative costs will be capped at a maximum of 15%. Any administrative costs charged against bond proceeds shall be directly related to the activities in administering the bond program and they should be reasonable and demonstrable.
4. Minor equipment—Purchase of minor equipment necessary to the completion of Prop 40 projects is permitted. Minor equipment is defined as that costing less than \$1000 per item, and typically having a lifespan longer than the term of the grant. Minor equipment includes such items as digital cameras used to document project pre and post conditions, global positioning systems (GPS), etc. Minor equipment purchases must be specified by item and estimated amount in the Task and Line Item Budget Breakdown (see Appendix D). Equipment rentals are not included in this category. Depending upon the equipment being rented, the costs would best fall under the categories of Project Administration or Project Implementation.
5. Contingency costs are not allowed. If funding for any fiscal year is reduced or deleted by the Act for purposes of this program, the State shall have the option to either cancel an Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
6. The cost of office equipment such as computers, fax machines, and furniture is not allowed under the CDF Prop 40 Program.

Payment of Grant Funds:

Funds cannot be disbursed until there is a fully executed Grant Agreement between the State and the Grantee. Except in those cases where CDF authorizes advanced payments, all payments will be made on a reimbursement basis (i.e., the Grantee pays for services, products or supplies; invoices CDF for same; and is reimbursed by the State upon approval of the invoice). Grantees are instructed to use the "Payment Request Form" found in Appendix "G" of this guide when requesting payment of any type.

Advance Payment of Grant Funds:

The CDF may at its discretion make advance payment to the Grantee upon written request by the Grantee. Advance payment made by CDF shall be subject to the following provisions.

Where hardship circumstances exist for the Grantee, CDF will consider authorizing advance payments. The following factors will be considered by CDF in determining whether a hardship situation exists:

- Cash flow hardship of the Grantee including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and secure contractors for project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a Grantee over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice with accompanying Payment Request Form.
- All work under a previous advance payment must be completed to CDF's satisfaction before another advance payment will be made.
- Any advance payment received by a grantee and not used for costs according to the approved grant application and award budget shall be returned to the CDF.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and must be used toward the project or returned to CDF.
- As per the conditions of Agreement item F.6., an amount of not less than 10% of the total grant amount shall be withheld until after certification by an authorized representative of the California Department of Forestry and Fire Protection that all work is complete per the Agreement.

Prevailing Wage Requirements:

On August 24, 2006, the Acting Director for the California Department of Industrial Relations issued a determination on Public Works Case No. 2006-010. This determination stated that fuels reduction projects performed under the Proposition 40 Fuels Reduction Program are not public works and therefore are not subject to the

payment of prevailing wages. Copies of the determination are available from the Proposition 40 Program Manager, CDF Headquarters, Sacramento, California.

State Audit:

Upon completion of the project, the state may audit the project records. A project is considered complete upon the grantee's receipt of final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented. The audit would be requested by the State after the final payment request has been received and all project transactions have been completed.

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which state funds were granted and expended under Prop 40. Projects may be subject to an audit at any time for up to three years after project completion.

In an effort to expedite the audit, the recipient shall have all project records, including the source documents and cancelled warrants readily available. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the state auditor.

All project records must be retained by the Grantee for a period of not less than one year after the state audit or final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit.

EXPLANATION OF TERMS

TERM	EXPLANATION
Act	The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
Agreement	As used in this document a legally binding document between the State and another entity for the expenditure of Proposition 40 funds.
Amendment	A formal modification or a material change of the agreement, such as term, cost, or scope of work.
Application	The application form identified as Attachment A and its required supporting attachments used to request grants pursuant to the enabling legislation and/or program.
Appropriation	A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.
Authorized Representative	The designated position identified in the Resolution as the agent to sign all required grant documents including, but not limited to, Grant Agreements, Application forms (Attachment A) and payment requests.
CEQA	The California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency's proposed Project. For more information refer to http://ceres.ca.gov/ceqa/ .
Consultant Services	Services which provide a recommended course of action or personal expertise, such as accounting, or Professional Forestry services.
Contractor	An entity with whom an agreement has been entered into for the performance of services.
Encumbrance	A commitment of funds guaranteeing a source of payment for a specific agreement.
Execution of an Agreement	The act of signing an agreement, which provides a legal basis for required performance by parties to the agreement.
Indirect Costs	Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, janitorial, salaries of supervisors and managers, and facility costs not justified as project costs, etc. Prop 40 projects are not eligible for indirect costs.
Minor Equipment	Equipment costing less than \$1000 and typically having a lifespan longer than the term of the grant. Examples include such items as digital cameras used to document project pre and post conditions, and global positioning systems (GPS). Office equipment such as furniture, computers, and fax machines are excluded from this definition.

Modification	An informal change to an existing agreement. Examples include revisions to project budgets not to exceed 10% of total grant amount, changes to deliverable due dates within existing performance periods, or minor changes in the agreed upon project work in accordance with the intent of Prop 40 legislation. It does not require a formal amendment to the grant agreement.
Nonprofit Organization	Per the Public Resources Code, Section 5096.605 (i) "nonprofit organization" means any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of the Corporations Code) qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code." A letter of determination certifying non-profit status will be required prior to project approval.
Operating Expenses (Direct Cost)	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the agreement.
Payee Data Record (Std. 204)	Form Std. 204, "Payee Data Record" is required for non-governmental entities. The form must be submitted in order to establish a vendor number for payment and to have funds encumbered.
Personnel Services	This budget category includes salaries and benefits for wage earning personnel employed by the grantee/contractor (not a subcontractor) and working on the project.
Project Performance Period	The amount of time between the award date and expiration date during which the Project Scope of Work costs may be incurred, and the work described in the Project Scope of Work must be completed. Only eligible costs incurred during the Project Performance Period will be paid.
Project	The activity or work to be accomplished utilizing grant funds and match (if applicable).
Project Scope of Work	The activities and/or tasks described in detail within the document identified as Attachment B and made part of individual Grant Agreements formed in accordance with these Procedural Guidelines and enabling legislation for Proposition 40.
Project Budget Detail	The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified as Attachment C.
Resolution	A Grantee's governing body's documented decision to specify allowable signatory authority to enter into legally binding agreements with the State of California. It designates someone to sign on behalf of the Grantee's governing board for application, award, invoices, etc. A signed resolution must be submitted at the time the signed grant agreements are returned to CDF's Grants Analyst, Sacramento Headquarters.

APPENDIX

APPENDIX A

GENERAL RESPONSIBILITY FOR CEQA COMPLIANCE ON PROP 40 PROJECTS

Introduction

This document is to provide general guidance to CDF personnel in determining the Department's and cooperator's responsibilities for compliance with the California Environmental Quality Act (CEQA), and the levels of environmental documentation necessary for project approval and implementation. It is intended for use with the CEQA process flow chart under the same title. This document only provides general guidance. Its intent is to demonstrate the common basis for CDF's CEQA compliance responsibilities and procedures under many diverse programs and highlights ways to integrate CEQA compliance between programs. More detailed guidance may be found within the respective program areas and by referring to the CEQA Statutes and Guidelines (PRC §§21000-21178; CCR Title 14 §§15000-153870).

Does the project receive CDF funding, support, or approval?

The California Environmental Quality Act (CEQA) requires "public agencies"¹ to consider their actions on "projects"² that may directly or indirectly result in a physical change in the environment. Projects include activities: undertaken directly by the public agency, or; activities permitted, funded, facilitated or otherwise assisted by a public agency. Examples of CDF projects include:

- Projects undertaken directly by CDF – PreFire Management Program (PMP),
- Projects that receive CDF funding – California Forest Improvement Program (CFIP);
- Projects that receive State funding passed through CDF - Prop 40 Community Assistance Grants (CAG);
- Projects that CDF facilitates – Vegetation Management Program (VMP), CDF equipment or crew assistance;

Examples of projects where CDF has no CEQA responsibility include:

- Projects undertaken by Fire Safe Councils/CRMPS/local government that do not involve CDF funds, approval or assistance;
- Projects funded directly by the Federal Government without CDF involvement;
- Projects approved, facilitated and/or funded exclusively by other state/local agencies;
- Projects carried out by private parties without any public agency approvals/funding/assistance.

Identify the Lead Agency

CEQA requires that a "lead agency"³ be identified for all projects. The lead agency is typically the public agency that has the principal responsibility for carrying out or approving the project and consequently has the primary responsibility for CEQA compliance. Other agencies that have a lesser, or secondary, project involvement may be identified as "responsible" or "trustee"⁴ agencies. Where no other public agency is involved and CDF funds, facilitates or approves in any way, CDF becomes the lead agency by default.

CDF is clearly the lead agency when it is the only public agency involved with the project, such as the case of a CAG with a nonprofit organization where no other public agency is involved. CDF is also lead when its approval of a permit must occur prior to any other agency's approval. However, it becomes less clear whether CDF falls into the lead or responsible agency role when more than one agency is involved, when CDF only provides funding, or where CDF equipment or personnel lend assistance. Examples of projects where CDF may be a responsible agency include:

- Local government is funding the project and CDF crews or equipment assist or standby;
- State Parks, or another public agency, proposes a prescribed burn under VMP and CDF is a partner;

¹ CEQA Guidelines Definitions CCR §153379

² CEQA Guidelines Definitions CCR §15378

³ CEQA Guidelines Definitions CCR §15367

⁴ CEQA Guidelines Definitions CCR §§15381 and 15386

CDF as the Lead Agency

CDF will assume lead agency status for CAG projects with a nonprofit organization. Where CDF is the lead agency it is responsible for primary CEQA compliance. CDF must determine the level of environmental documentation required, file appropriate CEQA documents at the State Clearinghouse, consult with responsible and trustee agencies, identify and mitigate project impacts, and make appropriate findings. CDF Prop 40 Foresters will provide informal advice and assistance to nonprofit organizations for the completion of environmental documents that satisfy CDF's standards. **The nonprofit organization shall be responsible for completion of environmental documents.**

Is the project exempt from CEQA?

The first responsibility of a lead agency is to determine whether the proposed project is subject to CEQA. Certain activities that CDF supports may not require further CEQA analysis because: it is not a project as defined by CEQA; there is a statutory exemption that covers the activity, or; the project fits one or more categorical exemptions. Examples of "non-projects" or exempt projects include:

Non-Projects

- Activities that could not impact the environment (guidelines and plans without implementation, educational materials, training curriculum);

Statutory Exemptions⁵

- Ministerial actions⁶ (Burning Permits);
- Emergency response or emergency repair⁷ - fire control, repairs to prevent immediate injury or damage, action or repairs necessary as a result of a Governor declared emergency (i.e. flood damage repair, dead tree removal in southern California);

Categorical Exemptions⁸

The following classes of activities are **generally** considered to be exempt from the requirement to conduct further environmental analysis. However, where the potential exists for impacts due to location, scenic highways, hazardous materials sites, unusual circumstances, or cumulative effects the exemptions do not apply. Due diligence on the part of CDF should include a level of analysis that ensures there will not be an impact to sensitive resources as a result of the action.

- Existing Facilities –maintenance or re-establishment of existing fuel breaks,
- New Construction – new fuel breaks;
- Minor Alterations to Land – minor vegetation removal, shaded fuel breaks;
- Information Collection – Soliciting participation in Prop 40 projects, environmental studies prior to project implementation
- Inspections – for project compliance;

File Notice of Exemption

Once CDF has determined that the proposed project is exempt (statutory or categorical) a Notice of Exemption (NOE)⁹ should be prepared and submitted to Sacramento – Environmental Protection for approval and filing at the State Clearinghouse for the prescribed 35 day statute of limitations period. Failure to file the NOE extends the period to 180 days¹⁰. The project may commence immediately upon filing the NOE.

Does the project “fit” one or more existing CDF Programs?

⁵ CEQA Guidelines CCR§15260

⁶ CEQA Guidelines CCR §15268 and 15369

⁷ CEQA Guidelines CCR §15269

⁸ CEQA Guidelines CCR §15300

⁹ CEQA Guidelines Appendix E; http://cdfweb/Forestry/enviro_protect/CDF-NOEForm8-01.doc

¹⁰ CEQA Guidelines CCR §15112

If the project is not exempt CDF, as lead agency, must evaluate the project for potential to cause significant environmental effects. Prior to commencing an Initial Study the project should be evaluated to determine whether the activities proposed are already covered under another CEQA document previously prepared by CDF or another agency. Such programmatic CEQA documents prepared by CDF currently include the:

- Vegetation Management Program (Chaparral Management Program Environmental Impact Report) – VMP covers CEQA compliance for fuels treatment projects in various vegetation types through the use of a program checklist;
- California Forest Improvement Program (CFIP) – CFIP checklist completes CEQA compliance for various forest improvement treatments including thinning, tree planting, habitat improvement, etc.; or
- A Program Timberland Environmental Impact Report (PTEIR) – a PTEIR may have been developed locally for fuels management and timber harvesting purposes and requires the submittal of a Program Timber Harvesting Plan (PTHP) in lieu of a THP. A PTEIR is currently available in Meadow Vista (Placer County).

Complete Program Checklist

Each Program EIR contains a program checklist that identifies whether a proposed site specific project is within the scope of the analysis of the programmatic EIR, identifies potentially significant impacts of the project, and corresponding program mitigation measures.

Does Program Checklist cover all project activities?

One or more of the programmatic documents may cover completely, or in part, the activities proposed. Following completion of the respective program checklist the proposed project may be found to be entirely within the scope of the analysis in the program EIR and no further CEQA compliance would be necessary. If not, CDF would be required to complete additional environmental analysis for those project activities not covered programmatically. Examples of projects requiring additional CEQA analysis include:

- VMP projects within State Parks;
- Understory burning in timberland;

Prepare Initial Study/CEQA Checklist

Projects that are not covered programmatically, or are only covered in part, require the completion of a CEQA Environmental Checklist¹¹ (see detailed directions on the Checklist). This includes Prop 40 projects completed under the CAG project type. The intent of the CEQA checklist is to identify potentially significant project effects and determine whether those effects can be eliminated or reduced in severity through additional mitigation or changes in project scope. If significant effects remain in spite of these mitigation or project changes, the project could require the preparation of an EIR. All conclusions pertaining to the significance of environmental impact items on the checklist must be supported by references, studies, expert opinion, field surveys, etc. Following the completion of additional analysis covering those specific activities a negative declaration¹² must be prepared focusing on those issues. The negative declaration must be submitted to Sacramento-Environmental Protection for approval and filing at the State Clearinghouse for the prescribed 30 day public comment period. As lead agency CDF is required to consult with responsible or trustee agencies prior to project development and/or during the comment period. Following completion of the comment period CDF must consider comments¹³ received; determine the need to re-circulate¹⁴ the negative declaration; adopt the negative declaration¹⁵; and, file a Notice of Determination¹⁶ at the State Clearinghouse.

CDF as the Responsible Agency

CDF assumes the role of a responsible agency for CAG projects where the project proponent is another public agency, such as Local Fire Districts or Resource Conservation Districts. As a responsible agency CDF's role differs from that of a

¹¹ CEQA Guidelines Appendix G; http://cdfweb/Forestry/enviro_protect/ChecklistForm8-01.DOC

¹² http://cdfweb/Forestry/enviro_protect/CDF-NegDecform8-01.doc

¹³ CEQA Guidelines CCR §15074(b)

¹⁴ CEQA Guidelines CCR §15073.5

¹⁵ CEQA Guidelines CCR §15074

¹⁶ CEQA Guidelines CCR §15075; http://cdfweb/Forestry/enviro_protect/CDF-NODForm8-01.doc

lead agency. CDF must respond to consultation with the lead agency, comment on the lead agency's CEQA document, identify potential project impacts within CDF's areas of expertise, suggest feasible mitigation, and consider the final CEQA document prior to reaching a decision to proceed with the project¹⁷.

Lead agency CEQA Process

The lead agency is in the driver's seat for projects where CDF is the responsible agency. They are responsible for preparing a CEQA document (exemption, negative declaration, EIR), consulting with responsible agencies, developing mitigation, and ensuring that all project impacts will be mitigated. With CDF's suggestion, they may choose to utilize one or more of CDF's programmatic documents to cover various project activities and CDF may offer its expertise in completing all, or parts of the program checklist.

Does CEQA document prepared by the lead agency adequately cover CDF's activities?

CDF and the lead agency may not always agree on the appropriate level of CEQA documentation on a project. CDF may discuss its point of view with the lead but, ultimately it is the lead agency alone that makes that determination. As a responsible agency CDF cannot act until the lead agency has filed, adopted or certified its CEQA document. Following lead agency action CDF may then determine whether the document covers the potential impacts that may arise from CDF's role in the project. While CDF's role may be limited in many projects (i.e., engines standing by) the environmental consequences, if something were to go awry could be tremendous. However, legally, CDF's options are limited if it is not satisfied with the lead agency's CEQA document¹⁸.

Conduct analysis necessary to avoid impacts from CDF activities.

Rather than confronting the lead agency it is generally preferable for CDF to determine where the lead agency's documentation or mitigation is lacking and develop its own protection measures to be employed while CDF is involved in the project. CDF may rely on the CEQA checklist, program checklists, or other internal processes to ensure that CDF actions are not having significant effects that the lead agency failed to address. While there are no formal procedures to follow as a responsible agency to disclose the additional steps that were undertaken it is worthwhile to maintain a record of those activities for future reference.

¹⁷ CEQA Guidelines CCR §15096

¹⁸ CEQA Guidelines §15096(e)

APPENDIX B

STATE OF CALIFORNIA
DEPT. OF FORESTRY & FIRE PROTECTION
GRANT AGREEMENT
Sierra Nevada Forest Land and Fuels Management
California Clean Water, Clean Air, Safe Neighborhood Parks, and
Coastal Protection Act of 2002 (Proposition 40)

Grantee Name: Name of Entity

Project Title: Project Title

Grant Agreement Number: 8CA0XXXX

PROJECT DESCRIPTION

A detailed Project Scope of Work and Project Budget Detail are described and attached hereto as Attachment B and Attachment C and are incorporated into this Grant Agreement by reference.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funding pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 shall abide by provisions provided in this agreement, including work shall not commence prior to the execution of this grant agreement. Any work started prior to the execution of this agreement will not be eligible for funding under the terms of this agreement.
2. Fuel reduction work will be eligible for funding under Proposition 40 in accordance with the enacted legislation, on **non-federal lands only** in fifteen Sierra Nevada counties for the Proposition 40 Fuel Reduction Program: Butte, Plumas, Sierra, Yuba, Nevada, Placer, El Dorado, Amador, Alpine, Calaveras, Tuolumne, Madera, Mariposa, Fresno and Tulare.
3. As precedent to the State's obligation to provide funding, Grantee shall provide to the State for review and approval a detailed budget, specifications, and project description, and detailed map. Approval by State of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work, and shall not relieve Grantee of the obligation to carry out any other obligations required by this Grant Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
4. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program (www.ceres.ca.gov).

General Provisions

A. Definitions

1. The term "Act" means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 and as used herein means the Appropriation for the Program.
2. The term "Agreement" means grant agreement number **8CA056XX**.
3. The term "Application" as used herein means the individual application form identified as Attachment A and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the proposed tasks identified as Attachment B.
5. The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified as Attachment C.
6. The term "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
7. The term "Grantee" means an applicant who has a signed agreement for grant funds.
8. The term "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this agreement.
9. The term "Project" means the development or other activity described on page 1 of this Agreement to be accomplished with grant funds.
10. The term "State" means the State of California, California Dept. of Forestry and Fire Protection.

B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
3. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an amendment has been formally granted by the State and under the terms and conditions of this Agreement. Amendments may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but in no event less than 90 days from the Grant Agreement expiration date.
4. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and other environmental laws. A copy of the certified CEQA document must be provided to CDF before any Grant Funds are made available for any project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc). CEQA compliance shall be completed within one (1) year from start date of the Agreement.
5. Grant funds will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc).

6. Grantee certifies that the Project Scope of Work complies with all local and State laws and regulations.
7. Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and if work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
8. Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope of Work per Attachment B and the Application identified as Attachment A. Changes in Project Scope of Work must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for prior approval.
9. The grantee, and the agents and employees of Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.
10. Work completed under the requirements of the California Forest Practice Rules, Title 14, California Code of Regulations Chapters 4, 4.5, and 10, and the Z'Berg-Nejedly Forest Practices Act, Division 4, Chapter 8 of the Public Resources Code, is not eligible for funding under this Agreement.

C. Project Costs and Payment Documentation

1. The Grant Funds to be provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but not to exceed in any event the amount set forth on the signature page of this agreement:
 - a. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - b. Payment by the State shall be made after on-site inspection and approval by a duly authorized representative of the State. The Grantee shall submit a Payment Request Form with each invoice for payment to the local duly authorized representative of the California Department of Forestry and Fire Protection. A final invoice shall be submitted no later than 30 days after completion or expiration of this agreement, as specified in this Agreement.
 - c. For services satisfactorily rendered, and upon receipt and approval of Payment Request Forms, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - d. All Payment Request Forms must be submitted with an itemized list of all charges, purpose of expenditures with any supporting documentation and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without itemization will not be authorized. Copies of paid invoices or other records demonstrating proof of payment must accompany the payment request and support all charges. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor or sub-contractor because of delays in payment will be paid by the Grantee and are not reimbursable under this Agreement.
 - e. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the term of this Agreement.
 - f. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased or decreased by up to ten percent (10%) of the total grant amount through reallocation of funds from another item or items, without approval by the State; however, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the total grant amount must be approved in writing by the State. A formal amendment is required to increase the total amount of Grant Funds. Total cost for Project Administration may not exceed 15% of total grant amount.
 - g. Grantee shall promptly submit records at intervals and in such form as State may request. Payment by the State shall be made after an on-site inspection and approval of the project. The Grantee shall submit each Payment Request Form with supporting documentation to the local duly authorized representative of the

California Department of Forestry and Fire Protection. Payment Request Forms and Invoices shall be signed and dated by an authorized Grantee representative and include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Name:

Office: California Dept. of Forestry & Fire Protection,

Address:

- h. Final Payment Request Form and invoice must be presented upon completion of agreement and no later than 30 days after the termination date of the agreement.
- i. Advance Payment: Notwithstanding any of the provisions stated within this Agreement, the State may at its discretion make advance payment to the Grantee upon written request by the Grantee. Advance payment made by the State shall be subject to the following provisions.

Where hardship circumstances exist for the Grantee, the State will consider authorizing advance payments. The State will consider the following factors in determining whether a hardship situation exists:

- Cash flow hardship of the Grantee including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and secure contractors for project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a Grantee over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice with accompanying Payment Request Form.
- All work under a previous advance payment must be completed to CDF's satisfaction before another advance payment will be made.
- Any advance payment received by a grantee and not used for costs according to the approved grant application and award budget shall be returned to the CDF.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and must be used toward the project or returned to CDF.
- As per the conditions of Agreement item F.6., an amount of not less than 10% of the total grant amount shall be withheld until after certification by an authorized representative of the California Department of Forestry and Fire Protection that all work is complete per the Agreement.

D. Budget Contingency Clause

- 1. If funding for any fiscal year is reduced or deleted by the Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

E. Project Administration

- 1. Grantee shall promptly submit written Project reports as the State may request. In any event, Grantee shall provide the State a report showing total final Project expenditures.

2. Grantee agrees to use any Grant Funds reimbursed by the State under the terms of this Agreement solely for the Project herein described.
3. Grantee shall submit all documentation for Project completion and final reimbursement within 30 days of Project completion.
4. After Project commencement, this Agreement may be amended only by written consent of both the State and Grantee. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.
5. Grantee must report to the State all sources of other funds for the Project. The State will request an audit of any Project that does not fully comply with this provision.

F. Project Termination

1. This agreement may be terminated by State or Grantee upon the giving of written notice to the other party thirty (30) days in advance.
2. If the State terminates the agreement prior to the completion of the project, the Grantee shall take all reasonable measures to prevent further costs to the State under the Agreement and the State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the protection of watershed values from catastrophic fires, and subsequent watershed degradation to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.
6. Final payment may not be made until the Project conforms substantially to this Agreement, as determined by the State.

G. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement as described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers,

agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and agrees to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall keep such records as State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the State for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by the Grantee for at least three years following project termination.
4. Grantee shall use any generally accepted accounting system.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent, that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Incorporation

The Grant Guidelines and the Application, Scope of Work, Budget Detail and any subsequent changes or additions to the Application, Scope of Work, Budget Detail approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

M. Assignment

This Agreement is not assignable by the Grantee either in whole or in part.

APPENDIX C

Attachment A – Request for Prop 40 Grant

For Administrative Use Only

Grant Agreement Number: _____.

**ATTACHMENT A
REQUEST FOR "PROPOSITION 40" GRANT**

**The California Clean Water, Clean Air, Safe Neighborhood Parks,
and Coastal Protection Act of 2002**

1. Project Name: _____.

Responsible person to be contacted.

Name: _____ Title: _____.

Address:

Phone Number: _____.

2. Name, phone, mailing address, and email of your organization.

Name: _____ Phone Number: _____

Day

Evening

Email Address: _____ FAX Number: _____.

Address: _____

Street or P. O. Box

City

State

Zip

3. Project Location:

Township: _____ Range: _____ Section: _____ Base Meridian: _____ County: _____.

Township: _____ Range: _____ Section: _____ Base Meridian: _____ County: _____.

Latitude: _____ Longitude: _____

4. Total acres within Proposed Project Area: _____.

5. Approximate acreage to be treated: _____.

6. Are there any existing Conservation Easements, CC&R's, or pending applications for rezoning that would restrict resource management activities on the proposed project area? YES: _____. NO: _____.

If YES, Explain:

(Attach additional pages if necessary)

7. Is there an existing forest or land management plan for the proposed project area? YES: _____. NO: _____.

8. What is the CALWATER 2.2 "Watershed Number" for your project area? (The watershed number can be identified from the Watershed Assets at Risk maps available from the Prop 40 program lead at your local CDF unit or on the Internet at <http://frap.cdf.ca.gov/projects/esu/esulookup.asp>.)

Planning Watershed Number(s): _____.

9. Is your proposed project located within an identified area of moderate or high Watershed Assets at Risk? (See Watershed Assets at Risk maps at <http://frap.cdf.ca.gov/projects/prop40/> or contact your local CDF Prop 40 Forester).
YES: _____. NO: _____.

Attachment B, Scope of Work/ Project Description:

10. Description: (Describe your project. Be complete.) This section must completely describe your proposed project and scope of work. Attach this as a separate document with the title "Attachment B Scope of Work."

11. Attach a map of not less than 1:24,000, or an adequate scale to show planned project area, measuring 8 1/2 by 11 inches, that delineates project boundaries, treatment types by area, and any other necessary information. Include a map legend that identifies these features, the project name, and project proponent.

Watershed Protection Value:

12. Describe how the proposed project will help to protect watershed values or water quality from potential wildland fire impacts. What water bodies (streams, rivers, lakes, and reservoirs) will benefit? **Establishing the relationship of your project to the protection/enhancement of watershed values is critical to obtaining funding under the Proposition 40 Grant Program.** (Refer to the attached CDF Watershed Protection Value Guidelines.)

Local Fire Plan Compatibility:

13. Describe how the proposed project is compatible with the priorities of the CDF Unit Fire Plan or Community Wildfire Protection Plan.

Attachment C, Budget Detail and Payment Provisions/ Project Budget:

14. Attach the Budget as a separate document with the title "Attachment C, Budget Detail and Payment Provisions"

Eligibility:

15. Organizations eligible for this funding are government agencies, including local Fire Districts and Resource Conservation Districts, and nonprofit organizations that qualify under Section 501(c)(3) of the Internal Revenue Code. Federal land is NOT eligible for Proposition 40 funding. See eligibility statement within the CDF Prop 40 Procedural Guide.

Is there a timber harvesting document, for which a "Notice of Completion" has not been filed, on any portion of the proposed treatment area? YES: _____. NO: _____. If YES, list the document number: _____.

CEQA Compliance:

16. Is there any existing California Environmental Quality Act (CEQA) document that addresses this project or that can be used to meet CEQA requirements? YES: _____. NO: _____. If YES, describe the document, i.e. negative declaration, categorical exemption, or EIR. If NO, describe how compliance with CEQA will be achieved.

Explain: _____

NOTE TO APPLICANT: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application will be rejected. Include **three (3) original signed copies** with original signature of Attachment A, and three original complete sets of all supporting information.

I certify that the above and attached information is true and correct.

Executed on _____ at _____.

Original Signature Required: Grantee's Authorized Representative.

Printed Name: _____ Title: _____

Attachment A (cont.)
Watershed Protection Value Guidelines
Item 12 of Attachment A
Proposition 40

Watershed Protection Value:

12. Describe how the proposed project will help to protect watershed values or water quality from potential wildland fire impacts. What water bodies (streams, rivers, lakes, and reservoirs) will benefit?

- Catastrophic wildfires, wildfires that are very large and/or burn intensely hot, can significantly impact watersheds and reduce water quality downstream.
- Watersheds with one or more of the following conditions are at increased risk of catastrophic wildfire:
 1. Extensive and continuous fuels with no breaks.
 2. Fuel ladders that can result in crown fires.
 3. Very heavy fuel loading in critical locations.
 4. Concentrations of highly flammable fuels in locations where frequent ignitions are more likely to occur, and/or,
 5. Other conditions, explain.

Some or all of the above conditions exist in XYZ watershed. List and briefly elaborate.

- The XYZ watershed protection project will (select one or more and elaborate):
 1. Create fuel breaks in strategic locations, helping keep wildfires smaller.
 2. Remove fuel ladders, helping to keep fires on the ground and reduce the risk of crown fires and flying embers that cause spot fires. .
 3. Reduce fuel loading in critical locations, helping to reduce wildfire intensity.
 4. Reduce highly flammable fuels in locations where frequent ignitions are more likely, helping to prevent escapes which can lead to large wildfires.
 5. Affect other conditions, explain the project benefit.
- The XYZ watershed protection project will serve to protect the following watershed values at risk, which are adjacent or downstream:
 1. Drinking water supplies for the communities of (name and location of the community and the point of diversion in relation to the project and water bodies being protected.)
 2. Critical habitat (critical species and location of the habitat in relation to the project and the water bodies being protected.)
 3. Wild and Scenic Rivers (name and location in relation to the project and the water bodies being protected.)
 4. Water oriented recreation area (name and location in relation to the project and the water bodies being protected.)
 5. Other (name and location in relation to the project and the water bodies being protected.)

APPENDIX D

Attachment C – Proposition 40 Project Budget Template with Instructions

Attachment C
Proposition 40 Project Budget Template

Task Budget Items

	<u>Prop 40</u>	<u>Match</u>	<u>Total</u>
a. Project Administration	_____	_____	_____
b. Operating Expenses	_____	_____	_____
c. CEQA Compliance	_____	_____	_____
d. Project Implementation	_____	_____	_____
TOTALS:	_____	_____	_____

Task & Line Item Budget Breakdown

	<u>Prop 40</u>	<u>Match</u>	<u>Total</u>
a. Project Administration:			
Personnel Services	_____		
Professional Services	_____		
Facilities Costs			
Rent	_____		
Utilities	_____		
Phone	_____		
b. Operating Expenses:			
Office Supplies	_____		
Printing	_____		
Travel	_____		
Minor Equipment (<i>Must Specify</i>)	_____		
_____	_____		
Other (<i>Must Specify</i>) _____	_____		
c. Compliance with CEQA:			
Professional and Consultant Services	_____		
Environmental Fees	_____		
Other (<i>Must Specify</i>) _____	_____		
d. Project Implementation			
Professional and Consultant Services	_____		
Contractual work	_____		
Other (<i>Must Specify</i>) _____	_____		
PROJECT TOTALS:	_____		

Budget Instructions

The format as specified in Attachment C shall be used by Grantees when developing Prop 40 budgets. The budget detail must be in both a Task Budget and Line Item Budget format. The information required is described below. Attachment C must show the total amount funded by Prop 40, matching funds, and the total project cost. Matching funds are not a prerequisite under Prop 40; however, they may influence the decision to approve a project during periods when funding is limited. There must be three (3) columns if matching funds are included; Prop 40 Grant Costs, Matching Costs, and Total Project Costs.

The **Task Budget Items** should include within the totals all components from the **Task & Line Item Budget Breakdown**. There are four major budget categories each containing various line items: Project Administration, Operating Expenses, Compliance with CEQA, and Project Implementation. A budget adjustment or amendment will be required to redirect dollars from one line item to another or from one task to another after execution of the Agreement. The adjustment should include information regarding all line items and task changes that are affected.

Budget Items Defined

Project Administration – Personnel Services

Services provided by the Grantee's employees directly engaged in project execution must be computed according to the Grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacation, sick leave, social security contributions, etc., that are customarily charged to the recipient's various projects. Costs charged to the project must be computed on actual time spent on a project as well as payroll records. Overtime costs may be allowed under the recipients established policy provided the regular work time was devoted to the same project. An hourly or daily rate must be provided, and this rate must reflect the total cost for use of the employee including fringe benefits.

Project Administration – Professional Services

Services provided by professional accounting or book keeping professionals for the purpose of maintaining financial records directly related to the project.

Project Administration – Facilities

The portion of rent, utilities, and phone that are ***directly related to the project*** may be billed. Directly related to the project may take the form of prorated costs for facilities based on the portion of office activities that are devoted to the project. Invoices billed against these line items must include an explanation of how they were computed.

Operating Expenses

Operating expenses may include printing, supplies, travel, and minor equipment as defined by the "Explanation of Terms" section of this Guide. Types of operating expenses must be listed. Travel will be reimbursed at or below the rate allowed for State employees. Printing Costs &/or Postage

for pamphlets or brochures must be specific to the project area and not general community outreach programs that are beyond the project scope of operations.

Compliance with CEQA – Professional and Consultant Services

Professional and Consultant Services (subcontracts) include the cost for compliance with the California Environmental Quality Act (CEQA). These expenses would include the writing and filing of environmental documents such as Categorical Exemptions, Negative Declarations, or Environmental Impact Reports. The services of a Registered Professional Forester (RPF) or other resource professionals may be included under this category for the preparation of environmental documents.

Compliance with CEQA – Environmental Fees

Examples for these items would include fees for smoke management plans paid to Air Quality Management Districts, and Department of Fish & Game fees for document review.

Project Implementation – Professional and Consultant Services

Costs associated with hiring a consultant such as a Registered Professional Forester (RPF) to assist with project design, layout, and supervision.

Project Implementation – Contractual Work

This is the cost of doing project work by increment. For example, fuel breaks would list cost per acre. Chipping projects may be listed as cost per ton or per lot. Costs for crews may be shown as cost per hour or cost per day.

Eligible Costs Defined

Only direct project-related costs incurred during the project performance period specified in the project budget and Grant Agreement will be eligible for reimbursement. Direct costs for services incurred by the Grantee and consultants or contractors hired by the Grantee are eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred in advance of the effective date of the Grant Agreement are not eligible.

Indirect costs are not eligible. Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, janitorial, salaries of supervisors and managers, and facility costs not justified as project costs, etc.

Contingency Costs – Contingency costs as a result of budget reductions for any fiscal year are not allowed.

APPENDIX E

Sample Resolution

BEFORE THE BOARD OF DIRECTORS OF THE
(NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY)
COUNTY OF (NAME), STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION NO: _____
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AGREEMENT (NUMBER)
FOR SERVICES FROM DATE TO DATE

BE IT RESOLVED by the Board of Directors of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY), that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection dated (Month, day, year). This agreement provides (Type of service) during the State fiscal year (i.e. 2002/2003).

BE IT FURTHER RESOLVED that the (Position of officer (Director, Treasurer, etc) or Name of person and Title) of said Board be and hereby is authorized to sign and execute said agreement on behalf of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY).

The foregoing resolution was duly passed and adopted by the Board of Directors of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY) at a regular meeting thereof, held on the _____ day of _____ Month _____, Year by the following vote:

AYES:

NOES:

ABSENT:

Signature, Board of Directors Member

Print Name and Title

ATTEST:

I _____, Clerk of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER
Print Name

LOCAL PUBLIC ENTITY), California does hereby certify that this is a true and correct copy of the original.

Signature

SEAL OR NOTARY CERTIFICATON

Title
Revision 07/04
S.C.M. 3.05 - Contracts with local government

APPENDIX F

Payee Data Record

State of California Standard Form 204

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6/2003)

1.

INSTRUCTIONS: Complete all information on this form. Sign, date and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts) are not required to submit this form.

2.

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR-ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS (Number and Street or P.O. Box Number)

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

3.

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

☐

PARTNERSHIP

☐

ESTATE OR TRUST

CORPORATION:☐

MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)

☐

LEGAL (e.g., attorney services)

☐

EXEMPT (nonprofit)

☐

ALL OTHERS

☐

INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER:

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE:
Payment will not be processed without an accompanying taxpayer I.D. number.

PAYEE
ENTITY
TYPECHECK
ONE BOX
ONLY

4.

PAYEE
RESIDENCY
STATUS

- ☐ California Resident – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.
- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5.

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State Agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

TITLE

SIGNATURE

DATE

TELEPHONE (Include Area Code)

6.

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

1	<p>Requirement to Complete Payee data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204 is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204. on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the Payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number FEIN).</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding services and Compliance Section: 1-888-792-4900 E-Mail Address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p>PRIVACY STATEMENT</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency which requests an individual to disclose their social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

APPENDIX G

Prop 40 Invoice Guidelines

For

Community Assistance Grants (CAGs)

The following are required elements for invoice submission:

- 1) The word "Invoice" should appear in a prominent location at the top of the page(s) and include a sequential number
- 2) Full Grantee name exactly as it appears on the Agreement
- 3) Grantee's Remittance Address (should be the same as the Std. 204 Payee Data Record)
- 4) Invoice Date
- 5) Grant Agreement Number-8CA0XXXX upon which the claim is based
- 6) Full name of Grant Project exactly as it appears on the Agreement
- 7) Date of Project Work (i.e. may be a date range), or date expenses incurred
- 8) Interim or Final invoice clearly noted near the sequential Invoice Number
- 9) **Signature of authorized Grantee representative, or person designated in resolution to enter into agreements and sign invoices, and date of signature.**
- 10) For on the ground project work include a map showing completed acres.
- 11) Unit Costs: Examples include area treated as cost per acre or for chipping operations cost per ton. For labor it should show an hourly or daily rate.
- 12) Invoice must be an original on grantee's letterhead (i.e. recipient of the grant would be the Fire Safe Council, Fire Protection District, or Resource Conservation District)

The invoice must show the time period actually being billed. Each invoice should include an invoice number. If your accounting system does not use pre-numbered invoices, it is acceptable to number the project invoices sequentially beginning with number 1.

The invoice must correspond with the provided budget detail submitted with Attachment A (C.A.G. application) with a unit cost as explained in item 11 above. Include personnel hours with copies of time and attendance reports for any *direct project/management* time incurred. Copies of receipts, invoices or other records demonstrating proof of work completed must accompany the payment request and support all charges. The final invoice must be clearly marked **FINAL INVOICE**.

The original invoice will include supporting documentation. The invoice package will be submitted to the Unit Prop 40 Forester for review and verification of work. The Prop 40 Forester will forward the invoice with supporting documentation to **Sacramento Headquarters** for review and upon approval will be processed to the Departmental Accounting Office for payment.

Sacramento Headquarters Prop. 40 Analyst will be the final check for the calculations and to ensure the invoice is for services agreed upon in the signed agreement. After the Sac-HQ Analyst finalizes the invoice for payment and delivers the invoice to DAO, it will be approximately an additional 2-3 weeks for a warrant to be disbursed. The vendor can expect payment within 4-8 weeks once the invoice is sent to Sacramento. Sacramento Headquarters will send a courtesy copy of the approved invoice to the applicable Region Office for their files.

SAMPLE INVOICE

Invoice

**Any town Fire District
22230 County Road
Paradise, CA 95969**

Any town Fire District

Invoice No. R-42223

Date: 7/20/2005

Agreement No: 8CAXXXXX

<u>Description</u>	<u>Amount</u>
Prepare environmental documents and review CEQA	5,585.00
Photo monitoring "Success Story" development 3 hrs. \$30/hr.	90.00

The above referenced charges are for Long Winding Road Shaded Fuel Break Prop 40 Grant.
Charges incurred 6/13-6/17/2005.

Make Check Payable To:
Any town Fire District
22230 County Road
Paradise, CA 95969
(530) 555-1212

Signature of Person Authorized in Resolution

Title

Date

Amount Due & Payable 5675.00

PAYMENT REQUEST
California Clean Water, Clean Air, Safe Neighborhood Parks,
and Coastal Protection Act of 2002
Sierra Nevada Forest Land and Fuels Management Grant Program (Proposition 40)

1. PROJECT NUMBER	2. GRANT AGREEMENT NUMBER 8 C A _____
3. GRANTEE	
4. PROJECT TITLE	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Interim <input type="checkbox"/> Final	
6. PAYMENT INFORMATION	
Amount Of This Request ; \$ 	
7. SEND WARRANT TO:	
GRANTEE NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
ATTENTION	
8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge. I certify that this payment request is for actual expenditures for materials and services directly related to the scope of this agreement.	
SIGNATURE OF PERSON AUTHORIZED TO RESOLUTION ▶	TITLE DATE
FOR CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION USE ONLY	
PAYMENT APPROVAL SIGNATURE ▶	DATE

See instructions on reverse.

PAYMENT REQUEST FORM INSTRUCTIONS

One Payment Request Form must be submitted for each grant project payment.

The following instructions are keyed to corresponding items on the Payment Request Form:

1. PROJECT NUMBER — The number assigned by the State to this project.
2. GRANT AGREEMENT NUMBER — As shown in the Certification of Funding section of the project
3. GRANTEE — Grantee name as shown on the project agreement.
4. PROJECT TITLE — Title of project for which payment is requested.
5. TYPE OF PAYMENT — Check appropriate box.
 - a. Advance Payments (See detailed instructions in the Procedural Guide for requesting advance payments).
 - b. Interim (See below for required documentation).
 - c. Final Payment
6. PAYMENT INFORMATION
 - (a) Amount of This Payment Request.
7. SEND WARRANT TO — Agency name, address and contact person.
(Must match information provided on grant application and Std. 204 Payee Data Record when applicable).
8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION — Must be an original signature by the person authorized in the application resolution.

Payment Requests - Documentation Required - Avoid Delays in Payments

All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, receipts, purpose of expenditures, and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. Copies of paid invoices or other records demonstrating proof of payment must accompany the request and support all charges. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Grant Agreement.

APPENDIX H

Application Check List

- Completed Attachment A-Application Form ☐
- Completed Attachment B-Project Scope of Work ☐
- Completed Attachment C-Project Budget Detail ☐
- Attach Project Area Map ☐
- Articles of Incorporation, including document w/seal from Secretary of State (nonprofit applicant). ☐

**(Submit one original set to the local Proposition 40 Forester.
See Appendix I.)**

Agreement Check List Final Submission to CDF for Grant Approval

- Three original signed Grant Agreements with attachments A, B, & C ☐
- One original Board Resolution or Attesting Document ☐
- Articles of Incorporation for nonprofit applicants ☐
- Std. 204 Payee Data Record (Nonprofit Applicants) ☐

**Submit three original copies to the local Proposition 40 Forester.
See Appendix I.**

Appendix I

CDF Proposition 40 Foresters

[CAL FIRE Unit Forester Contacts](#)